

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
18-CA-294421Date Filed
4/19/2022

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Mittera		b. Tel. No. 800.348.9044
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 10776 Aurora Ave. Urbandale, IA 50322	e. Employer Representative Alaina Severino	g. e-mail alaina.severino@mittera.com
		h. Number of workers employed 150
i. Type of Establishment (factory, mine, wholesaler, etc.) Printing	j. Identify principal product or service marketing and printing company	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On about April 18, 2022, the Employer interrogated employees about their protected concerted activity.

On about April 18, 2022, the Employer impliedly threatened an employee for engaging in protected concerted activity.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

n/a

6. DECLARATION

(b) (6), (b) (7)(C) I declare the above charge and that the statements are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)

Tel. No.
see above

Office, if any, Cell No.

Fax No.

e-mail
see aboveX
Date

4/19/22

Address see above

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Mittera Group, Inc.

Case 18-CA-294421

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English, Spanish, and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility located at 10776 Aurora Ave Urbandale, IA 50322, including on the bulletin boards near the timeclocks, and all other places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time since April 18, 2022 at the facility located at 10776 Aurora Ave, Urbandale, IA 50322. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English, Spanish, and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English, Spanish, and in additional languages if the Regional Director decides that it is appropriate, to all employees who work at the facility located at 10776 Aurora Ave, Urbandale, IA 50322. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 18 of the National Labor Relations Board in Cases 18-CA-294421. You have the right to discuss wages and other terms and conditions of employment with other employees and we will not retaliate against you for doing so." To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

BOARD AGENT VISITATION/PHOTO DOCUMENTATION- On a weekly basis throughout the 60-day notice posting period the Charged Party will e-file with the Regional Director of Region 18 at www.nlrb.gov, current dated photographs (containing the metadata) of all posted Notices. Furthermore, the Charged Party agrees to grant agents of the National Labor Relations Board access to its premises, without prior notification, for the purposes of confirming that the Notices are posted pursuant to the terms of this Agreement.

Initials: _____

PROHIBITION ON SIDE NOTICES- Neither a copy of this Agreement nor any other side notice referencing this matter may be physically posted adjacent to the Board's notices.

NOTICE OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT -- After the Regional Director has approved this Agreement, a responsible official of the Charged Party will print and post the "Employee Rights Under the NLRA" poster in English and Spanish in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. This notice is available for download at the following web address: <https://www.nlr.gov/news-publications/publications/employee-rights-notice-posting>. The Charged Party will keep the posters posted for a one-year period after the initial posting. The Charged Party agrees to grant agents of the National Labor Relations Board access to its premises for the purposes of confirming that the posters are posted pursuant to the terms of this Agreement.

The Charged Party will also copy and mail, at its own expense, a copy of the attached "Employee Rights Under the NLRA" poster in English and in Spanish to all current employees. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the poster were mailed.

MANDATORY TRAINING FOR SUPERVISORS AND MANAGERS — The Charged Party will schedule with Region 18 a mandatory 45-minute training session, to take place during the supervisors' and managers' work day, to be conducted via Zoom by a Board Agent. This training must be scheduled and completed within 60 days of the approval of this Agreement. The training session will cover employee rights protected under the National Labor Relations Act and will include additional time for questions and answers. The Region will conduct the training session at an agreed upon date and time within the 60-day posting period, but should the parties fail to agree upon a training date and/or time, the Regional Director of Region 18 shall have sole discretion to select the date and time for the training session. Charged Party will instruct its supervisors and managers that their attendance at the training session is mandatory. Charged Party will create an attendance list including the names of all supervisors and managers in attendance at the mandatory training and will provide a copy of that document to the Regional Director within 14 days from the day of the training session. Required to attend this training (assuming the following individuals remain employed by Charged Party at the time of the scheduled training) are: (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

Initials: _____

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes AHK
Initials

No _____
Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Initials: _____

Charged Party Mittera Group, Inc.		Charging Party (b) (6), (b) (7)(C)	
By:	Name and Title	Date 9/7/2022	By:
/s/ Ann Kendell			Date 9/13/22
		(b) (6), (b) (7)(C)	/s/ (b) (6), (b) (7)(C)
Print Name and Title below		Print Name and Title below	
Ann H. Kendell Mittera General Counsel			
Recommended By:	Date	Approved By:	Date
/s/ Kaitlin Kelly	9/14/2022	/s/ Jennifer Hadsall	9/14/2022
KAITLIN E. KELLY		JENNIFER A. HADSALL	
Field Attorney		Regional Director, Region 18	

Initials: _____

(To be printed and posted on official Board notice form)

As you may know, a charge was filed with the National Labor Relations Board against Mittera Group, Inc. The charge has been investigated and settled. As a part of the Settlement Agreement, we have agreed to post this Notice to inform you of your rights under the National Labor Relations Act.

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to discuss wages, hours, and other working conditions with other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT interrogate you about your discussions with other employees regarding wages, hours, and other working conditions.

WE WILL NOT threaten you that discussing wages with other employees constitutes drama and that you should not involve yourself in drama.

WE WILL NOT threaten you that wage information is confidential.

WE WILL NOT threaten you that discussing wages with other employees is inappropriate.

WE WILL NOT threaten you that there is a limit to your right to discuss wages with other employees, and that you have gone beyond that right, when you have not engaged in any misconduct that would cause you to lose protection of the Act.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Mittera Group, Inc.

(Employer)

Dated:

By:

(Representative)

(Title)

Initials: _____

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Telephone: (612)348-1757
Hours of Operation: 8 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials: _____